United Talmudical Academy

82 Lee Ave. Brooklyn NY 11211 718-963-9260

October 6, 2006

Federal Communication Commission Office of the Secretary 445 12th Street SW Room TW-A325 Washington, DC 20554

REQUEST FOR REVIEW FCC Docket No 96-45 and CC Docket No. 02-6

Applicant Name: UNITED TALMUDIcal ACADEMY

Billed Entity Number: 200788

Form 471 Application Number: 483460

Funding Request Numbers: 1339786, 1339789

We hereby appeal and seek review of the "Administrator's Decision on Appeal" dated August 17, 2006 denying funding for the above application.

Reason for denial:

FCC rules require that a contract for the products/services be signed and dated by both parties prior to the filing of the Form 471. This requirement was not met.

Attached please see copies of the submitted contracts signed by both parties. the signature line contain Printed Names & Signatures from Shiya Dresdner representing our School, and from Mr. Ben Eisenberg representing the Service Provider;

We also attach a letter from the service provider certifying that Mr. Ben Eisenberg was authorized to sign our Contract with Birns.

Accordingly please reverse the Administrators decision.

Sincerely,

Shiya Dresdner United Talmudical Academy 82 Lee Ave Brooklyn, NY 11211 718-963-9260 x 1241 shiya@utaw.org



BEN #200788 471 # 483460 471 # 1339786 AKH 1

ACCESS SERVICE AGREEMENT and SERVICE ORDER

| Compa | any | United Talm | udical Acdm. | _L | Birns AE | Ben Eisenberg | | | | | Birns Partr | er | | | 1 | |
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| Cont | act | Shiya Dresd | ner | Bil | ling Contact | | | | | | Tech Conta | ect | | | | |
| Pho | one | 718.963.9260 | | | Phone | hone 212.352.7333 | | | | | Pho | | | | | |
| Fax 718.963.9776 | | | | Fax 212.645.0094 | | | | | | F | ax | | | | | |
| Pager | | | | | Pager | | | | | | Pag | | | | | |
| Email | | | | | Email | be@birns.net | | | | | Em | | | | | |
| Install Address 82 Lee Ave. Brooklyn, NY | | | | | 11211 Billing Add | | | | | Address | Same | | | | | |
| PO | # | | Check | 1 | | Visa | 7 | MC | 7 | # | | | | Exp. | | |
| Birns S | ervic | es | | | | | | | | | | | | 1 | | |
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| responsible to | or any c | nanges in Selvii | es(s) that cause h | arowane o | or software to beco | ne opsolel | e, req | uire modif | rcatio | n or atterat | ion, or otherwis | e aneci i | ine periorma | nce of the | | |

BIRNS is acting only as a reseller of the hardware and software offered under this Agreement, which was manufactured by a third party ("Manufacturer"). Blims shall not be responsible for any changes in Services(s) that cause hardware or software to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer's defects of equipment either sold or provided by BIRNS to Customer or purchased directly by Customer in connection with the Service(s) will not be deemed a breach of BIRNS's obligations under this Agreement. Customer shall use its best efforts to protect and keep confidential all intellectual property provided by BIRNS to Customer through any hardware or software and shall make no attempt to copy, alter, reverse-engineer, or tamper with such intellectual property of the copy and hardware or software and shall make no attempt to copy, alter, reverse-engineer, or tamper with such intellectual property of the copy and hardware or software and shall make no attempt to copy, alter, reverse-engineer, or tamper with such intellectual property or louse it other than in connection with the Services. Prices do not include the cost of shipping and handling of equipment.

other than in connection with the Services. Prices do not include the cost of shipping and handling of equipment.

Shift into Overdrive includes the free use by Customer of equipment for the Term Commitment and any renewal thereof. Upon termination of this Agreement for any reason, Customer shall return the equipment to BIRNS within thirty (30) days of any such termination. If the equipment is not returned within such thirty (30)-day period, Customer shall pay Birns 75% of the retail value of the equipment

⁵Domain Name Registration Fee: 75\$ (includes registration fee paid to Internic for first two years of registration. Internic will charge additional fees for each additional year of registration).

BIRNS TELECOMMUNICATIONS SYSTEMS INC. / 233 WEST 17TH STREET, NEW YORK, NY 10011 / TEL: (212) 807-6000 FAX: (212) 645-0094



BEN# 200100 471 # 483460 FRN# 1339789 ATT# 2

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| Compa | ny | United Talm | udic | al Acdm. | T | Birns A | Ben Eisenberg | | | | | В | irns Pa | rtner | | | | | |
| Conta | ntact Shiya Dresdner | | | | Billing Conta | ct | | | | | | T | ech Co | ntact | | | | | |
| Phone 718.963.9260 | | | | | Pho | ne | 212.352.7333 | | | | | | F | hone | | | | | |
| Fax 718.963.9776 | | | | F | ax | 212.645.0094 | | | | | | | Fax | | | | | | |
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| Email | | | | | Em | ail | be@birns.net | | | | | | | Email | | | | | |
| | Insta | all Address | i | Lee Ave. ooklyn, NY | 11; | 211 | | | | В | iling | Add | ress | Same | | | | | |
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Service(s) will not be deemed a breach of BIRNS's obligations under this Agreement. Customer shall use its best efforts to protect and keep confidential all intellectual property provided by BIRNS to Customer through any hardware or software and shall make no attempt to copy, alter, reverse-engineer, or tamper with such intellectual property or to use it other than in connection with the Services. Prices do not include the cost of shipping and handling of equipment.

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BIRNS

January 30, 2006

United Talmudic Academy 82 Lee Avenue Brooklyn NY 11211

Dear Mr. Drezner

This to confirm that Mr. Ben Eisenberg was the authorized party of Birns Telecommunications Inc. to sign the contract dated February 17, 2005.

Sincerely,

Hirsch Birnbaum

VP Sales